

## **QUALITY ASSURANCE PROVISIONS**

### **C-321: SPECIFICATION:**

Articles to be furnished hereunder shall be manufactured, tested and inspected in accordance with drawing number 70305-02107 Rev. "G" and all details and specifications referenced therein.

**I. Material P/N:** AMS 5383 shall be procured from OEM approved source.

#### **II. Quality/Inspection Requirements**

- A. MIL-I-45208 Applies:** Refer to contract section E. (or equivalent)
- B. First Article Testing applies:** Refer to contract section I.
- C. Production Lot Testing applies:** Refer to contract section C.
- D. Mandatory Inspection applies:** Refer to contract section C.

#### **III. Supplemental Requirements**

- A. Additionally, Paragraph 3.1, 3.5, 5.1, 5.2, 6.1, and 6.2 of MIL-Q-9858 (or equivalent) apply.**
- B. The contractor shall include on the detailed process operation sheets developed, a tracking method that is traceable to the contract, all in-house manufacturing processes, and the identity of all manufacturing sources performing process/operations outside of their facilities. These sheets shall not be revised or altered after successful completion of First Article or Production Lot testing without approval from the Basic Design Engineering (BDE) activity via the PCO.**
- C. The Inspection Method sheets, which list the characteristics of each item produced under the contract, shall have serial number trace-ability to the raw material, casting, or forging.**
- D. Markings should be IAW MIL-STD-130 Rev. "K" para. 5.3.3 (a), (b), (c) and (g). Method and location shall be IAW drawing.**

#### **IV. Mandatory Inspection Requirements:**

During production, mandatory inspection is required to be accomplished by the contractor as follows:

##### **A. Level of Inspection (LOI).**

- (1) Critical characteristics: 100% inspection shall apply.**

#### **IV. Continued**

- (2) Major and Minor characteristics-LOI shall be IAW a sampling plan acceptable to the QAR.

#### **B. Critical characteristics P/N: 70305-02107**

- 1) Zone D4 .3752 - .3762
- 2) Zone D4
- 3) Zone E3
- 4) Zone D6 .5000 - .5015

#### **C. Major and Minor Characteristics**

- (1) Shall be defined by the contractor subject to QAR concurrence, unless defined on applicable drawings and associated specifications.

**V.** Unless expressly provided for elsewhere in this clause, equipment such as fixtures, jigs, dies, patterns, templates, mylars, special tooling, test equipment, or any other manufacturing aid required for the manufacture and/or testing of other sources and is the sole responsibility of the contractor. The foregoing applies notwithstanding any reference to such equipment or the furnishing thereof that may be contained in any drawing or referenced specification.

**I. First Article Inspection/Test Criteria:**

The tests to be performed under the First Article approval clause of the contract are:

- A.** Dimensional Inspection (special)
- B.** Form/Fit
- C.** Compliance with drawing 70305-02107 Rev. "G" and specifications referenced therein.
- D.** Review all documentation as provided under DD1423 requirements.

In addition to the above tests, the First Article(s) to be delivered hereunder shall also be subjected to those tests, which will demonstrate that the article(s) comply with contractual requirements.

The contractor shall be responsible for providing necessary parts and repair of the First Article Sample(s) during testing.

**II. Special Instructions:**

- A.** Sample(s) may be considered as production items under the contract provided the sample(s) can be refurbished to ready for issue (RFI) condition. At least 2 samples of each part are required provided the sample(s) have inspection approval of the cognizant QAR. Sample(s) may be shipped as production items only after all other units required under the contract have been produced and are ready for shipment.
- B.** Sample(s) will be returned to the contractor if not destroyed in testing.

### **NOTIFICATION OF SHIPMENT OF MATERIAL FOR GOVERNMENT TESTING**

Fourteen (14) days prior to shipment of First Article Sample(s) the contractor shall notify the designated test facility, in writing of the anticipated shipping date, with an information copy to the PCO. The contractor shall also arrange for preliminary inspection of test sample(s) by the CAO/QAR.

Upon shipment of First Article sample(s), two (2) copies of the Material Inspection and Receiving report (DD Form 250), bearing the QAR's signature and indication of preliminary inspection, shall be forwarded to the PCO with duplicate copies to the designated test facility. The envelopes shall be clearly marked: “ **DO NOT OPEN IN MAIL ROOM.**”

Within 45 days after receipt of sample(s) the test site shall complete testing/evaluation and submit two (2) copies of their test report with conclusions and recommendations to the DLA.

**I-964**

**FIRST ARTICLE APPROVAL (GOVERNMENT TESTING)**

- A. The contractor shall deliver two (2) units of lot/item 0001 within 180 calendar days from the date of this contract to the Government at:

NADEP Cherry Point  
FAT Control Center  
ATTN: Annie Brown, Code 6.1.523  
PSC Box 8021  
MCAS Cherry Point, NC 28533-5030

Marking of test sample(s) shipping container:

**“FOR FIRST ARTICLE TESTING. NOT RFI MATERIAL. DO NOT TAKE UP IN STOCK. CONTRACT NUMBER:**

For First Article Test, the shipping documentation shall contain the contract number and the lot/item identification. The characteristics that the First Article must meet and testing requirements are specified elsewhere in this contract.

- B. Within 120 calendar days after the Government receives the First Article, the contracting officer shall notify the contractor, in writing, of the conditional approval, approval or disapproval of the First Article. The notice of conditional approval or approval shall not relieve the contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the contractor. A notice of disapproval shall cite the reasons for disapproval.
- C. If the First Article is disapproved, the contractor, upon Government request, shall submit an additional First Article for testing. After each request, the contractor shall make any necessary changes, modifications, or repairs to the First Article or select another First Article for testing. All costs related to these tests are to be borne by the contractor, including any and all costs for additional testing following disapproval. The contractor shall furnish any additional First Article to the Government under the terms and conditions and within the time specified by the Government.

The Government shall act on this First Article within the time limit specified in paragraph B above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

- D.** If the contractor fails to deliver any First Article on time, or the contracting officer disapproves any First Article, the contractor shall be deemed to have failed to make delivery within the meaning of the default clause of this contract.
- E.** Unless otherwise provided in the contract, the contractor:
- (1) May deliver the approved First Article as part of the contract quantity, provided it meets all contractual requirements for acceptance and was not consumed or destroyed in testing and;
  - (2) Shall remove and dispose of any First Article from the Government test facility at the contractor's expense.
- F.** If the Government does not act within the time specified in paragraph B or C above, the contracting officer shall, upon timely written request from the contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.
- G.** The contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the First Article during any First Article test.
- H.** Before First Article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the contractor. Before First Article approval, the costs thereof shall not be allocable to this contract for 1) progress payments, or 2) termination settlements if the contract is terminated for the convenience of the Government.
- I.** The contractor shall produce both the First Article and the production quantity at the same facility and shall submit a certification statement to this effect with each First Article.
- J.** The contractor shall provide specific written notification to the procuring contracting officer informing him of the shipment of any article(s) furnished IAW this clause. Such notification must be addressed to the attention of DLA with copies to DLA and the testing activity. Failure to provide such notification shall excuse the Government from any delay in performing First Article Testing and informing the contractor of the results thereof.

**C330**

**PRODUCTION LOT TESTING REQUIREMENTS**

The material produced under contract shall be accepted by the cognizant CAO/QAR contingent upon the successful completion of these requirements:

- I.** Production Lot Test Sampling Requirements
  - A.** The cognizant CAO/QAR shall select two (2) item(s) at random from the Production lot.
  - B.** Production Lot Testing to be completed during production after First Article approval.
- II.** The tests to be performed under the Production Lot Sample testing provisions of the contract are:
  - A.** Compliance with drawing 70305-02107 and associated drawings, latest revisions, and specifications referenced therein.
  - B.** Dimensional inspection
  - C.** Review of documentation as provided under CDRL (DD1423)

In addition to the above tests, the Production Lot Sample(s) to be delivered hereunder shall also be subjected to those tests, which will demonstrate that the sample(s) comply with contractual requirements.

- III.** Testing Location, Cost and Estimated Lead-time
  - A.** Ship samples/data to NAS Cherry Point
  - B.** Shipping container marking “**PRODUCTION LOT SAMPLE-DO NOT TAKE UP IN STOCK.**”
  - C.** Estimated cost for Inspection/Test is: \$1,200.00
  - D.** Estimated lead-time for Inspection/Test is: TBD

Within fifteen (15) days of completion of Production Lot Testing, NAVAVNDEPOT, NAS Cherry Point and/or CAO/QAR shall prepare and submit two (2) copies of their test report with conclusions and recommendations to the contracting officer.

**IV. Shipment and Distribution of Samples**

- A.** Within Fourteen (14) days of completion, prior to shipment of Production Lot sample(s), the contractor shall notify the designated test facility, in writing, of the anticipated shipping date, with an information copy to the PCO. The contractor shall also arrange for preliminary inspection of test sample(s) by the cognizant CAO/QAR.
- B.** Upon shipment of Production Lot Sample(s) two (2) copies of the Material Inspection and Receiving report (DD Form 250), bearing the Qar's signature and indication of preliminary inspection, shall be forwarded to the PCO and designated test facility. The envelope shall be clearly marked **"DO NOT OPEN IN MAIL ROOM."**
- C.** Sample(s) may be considered as production items under the contract provided the sample(s) can be refurbished to ready for issue (RFI) condition and provided the sample(s) have inspection approval of the cognizant CAO/QAR. Sample(s) may be shipped as production items only after all other units required under the contract have been produced and are ready for shipment.
- D.** The designated test facility and the contracting officer shall be notified as to all shipping data applicable to the sample(s), such as bill of lading number, method of shipment, etc. 15 days prior to shipment.



**C-331**

**PRODUCTION LOT SAMPLES TESTING**

- A. The Production Lot sample(s) shall be selected at random by the cognizant Government inspector. Such sample(s) shall be submitted via the cognizant Government inspector, all transportation charges shall be prepaid by the contractor to:

NAVAL AVIATION DEPOT Cherry Point  
FAT Control Center  
ATTN: Annie Brown, Code 6.1.523  
PSC Box 8021  
MCAS Cherry Point, NC 28533-5030

The sample(s) shall be identified by contract number, lot number and be clearly marked as follows:

**PRODUCTION LOT SAMPLES  
NON-RFI MATERIAL  
DO NOT TAKE UP IN STOCK**

- B. Such samples shall be delivered to the testing facility in sufficient time prior to the delivery date of the production articles to allow a 75 day period for testing by the laboratory and written notification by the contracting officer of the approval or disapproval of the samples. Within 45 days of the receipt of samples, the testing facility shall notify the contracting officer, of the testing results, together with a recommendation for approval or disapproval.
- C. In the event the contractor does not receive written notification of approval or disapproval of the samples for a particular production lot within 75 days from their submission for such testing, the contract delivery schedule shall be equitably adjusted as necessary.
- D. If the contractor fails to deliver any Production Lot Sample(s) for testing within the time or times specified, or if the contracting officer disapproves any Production Lot Sample(s), the contractor shall be deemed to have failed to make delivery within the meaning of the default clause of this contract, and this contract shall be subject to termination for default.
- E. In order for a Production Lot to be acceptable, all samples representative of the lot must pass all the contractual requirements. In the event a sample fails to pass such requirements, the lot will be rejected. In such event, the Government may, at its' option and at no additional cost to the Government, 1) terminate all or any portion of this contract for default, 2) require the manufacture of a new Production Lot, or a rework of the rejected Production Lot if the means and procedures proposed by

the contractor for rework are acceptable to the Government, or 3) require the submission of additional samples for test. The foregoing procedures shall apply to new or reworked Production Lots in the same way as they did to the original Production Lot.

- F.** For each additional sample or each re-submission of a modified sample which the contractor is required to submit for approval hereunder as a result of a failure of a previous sample to conform to the requirements of the specification, the contractor shall pay to the Government the costs of re-inspection, shipping, examination, and re-testing by the Government, and the contractor and his sureties (if any) shall be liable for the amount of such costs.
- G.** All transportation charges incurred in the submission and return of any Production Lot Sample(s) shall be borne by the contractor.
- H.** Nothing contained in the foregoing provisions of this clause, and no action of the Government in accordance herewith, shall in any way prejudice the right of the Government under the clause of this contract titled Default.

CONTRACT DATA REQUIREMENTS LIST (2 Data Items)						Form Approved OMB No. 0704-0188																																																																																					
<p>The public reporting burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.</p>																																																																																											
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# INSTRUCTION FOR COMPLETING DD FORM 1423

(See DoD 5010.12-M for detailed instructions.)

FOR GOVERNMENT

## FOR GOVERNMENT PERSONNEL

**Item A.** Self-explanatory

**Item B.** Self-explanatory

**Item C.** Mark (X) appropriate category: TDP - Technical Data Package; TM - Technical Manual Other - other category of data, such as A Provisioning, A Configuration Management, etc.

**Item D.** Enter name of system/item being acquired that data will support.

**Item E.** Self-explanatory (to be filled in after contract award)

**Item F.** Self-explanatory (to be filled in after contract award)

**Item G.** Signature of preparer of CDRL

**Item H.** Date CDRL was prepared

**Item I.** Signature of CDRL approval authority

**Item J.** Date CDRL was approved

**Item 1.** See DoD FAR Supplement Subpart 4 71 for proper numbering.

**Item 2.** Enter title as it appears on data acquisition document cited in Item 4.

**Item 3.** Enter subtitle of data item for further definition of data item (optional entry)

**Item 4.** Enter Data Item Description (DID) number, military specification number, or military standard number listed in DoD 5010.12-1 (AMSDL), or one-time DID number, that defines data content and format requirements

**Item 5.** Enter reference to tasking in contract that generates requirement for the data item (e.g., Statement of Work paragraph number)

**Item 6.** Enter technical office responsible for ensuring adequacy of the data item

**Item 7.** Specify requirement for inspection/acceptance of the data item by the Government

**Item 8.** Specify requirement for approval of a draft before preparation of the final data item

**Item 9.** For technical data, specify requirement for contractor to mark the appropriate distribution statement on the data (ref DoDD 5230.24)

**Item 10.** Specify number of times data items are to be delivered

**Item 11.** Specify as-of date of data item, when applicable

**Item 12.** Specify when first submittal is required

**Item 13.** Specify when subsequent submittals are required, when applicable

**Item 14.** Enter addressees and number of draft/final copies to be delivered to each addressee. Explain reproducible copies in Item 16

**Item 15.** Enter total number of draft/final copies to be delivered

**Item 16.** Use for additional clarifying information for items 1 through 15. Examples are: Tailoring of documents cited in Item 4; Clarification of submittal dates in Items 12 and 13; Explanation of reproducible copies in Item 14; Desired medium for delivery of the data item.

## FOR THE CONTRACTOR

**Item 17.** Specify appropriate price group from one of the following groups of effort in developing estimated prices for each data item listed on the DD Form 1423

a. Group I. Definition - Data which is not otherwise essential to the contractor's performance of the primary contracted effort (production development, testing, and administration) but which is required by DD Form 1423

Estimated Price - Costs to be included under Group I are those applicable to preparing and assembling the data item in conformance with Government requirements, and the administration and other expenses related to reproducing and delivering such data items to the Government.

b. Group II. Definition - Data which is essential to the performance of the primary contracted effort both the contractor is required to perform additional work to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, or quality of the data item.

Estimated Price - Costs to be included under Group II are those incurred over and above the cost of the essential data item without conforming to Government requirement, and the administrative and other expenses related to reproducing and delivering such data item to the Government.

c. Group III. Definition - Data which the contractor must develop for his internal use in performance of the primary contracted effort and does not require any substantial change to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, and quality of the data item.

Estimated Price - Costs to be included under Group III are the administrative and other expenses related to reproducing and delivering such data item to the Government.

d. Group IV Definition - Data which is developed by the contractor as part of his normal operating procedures and his effort in supplying these data to the Government is minimal

Estimated Price - Group IV items should normally be shown on the DD Form 1423 at no cost.

**Item 18.** For each data item, enter an amount equal to that portion of the total price which is estimated to be attributable to the production development for the Government of that item of data. These estimated data prices shall be developed only from those costs which will be incurred as a direct result of the requirement to supply the data, over and above those costs which would otherwise be incurred in performance of the contract if not data were required. The estimated data prices shall not include any amount for rights in data. The Government's right to use the data shall be governed by the pertinent provisions of the contract